the act. *Boston Steel & Iron Co.* v. *Steuer*, 183 Mass. 140, 66 N. E. 646; *Brown* v. *Rowan*, 91 N. Y. Misc. 220, 154 N. Y. Supp. 1098. Strangely, however, the New York court has held that transference by a thief is not such a "negotiation" as will constitute a payee a holder in due course. *Empire Trust Co.* v. *Manhattan Co.*, 97 Misc. 694, 162 N. Y. Supp. 629. See 30 HARV. L. REV. 515. The question arises for the first time in Pennsylvania, and the court also repudiates the Iowa decision. The fact that the defendant was an irregular indorser and not the maker, as was true in all the preceding cases, can create no basis for any substantial distinction. See also *Thorp* v. *White*, 188 Mass. 333, 74 N. E. 592; *Liberty Trust Co.* v. *Tilton*, 217 Mass. 462, 105 N. E. 605.

CARRIERS — DUTY TO TRANSPORT — LIABILITY OF CARRIER FOR ACT OF FOREIGN AGENT IN ACCORDANCE WITH FOREIGN LAW. — The defendant, a common carrier running freight steamers between the United States and Shanghai, China, employed as agent in Shanghai a British firm, which was, by English law, forbidden to deal with parties on the British "black list." In 1916 the plaintiff, an American citizen, agent for German subjects and therefore on the "black list," tendered goods for carriage to the defendant's agent. In accordance with his legal duty, the latter refused to accept them for transportation. The plaintiff brought an action to recover for this refusal. *Held*, that the defendant is liable. *Swayne* v. *Hoyt*, 255 Fed. 71.

One of the duties of a common carrier is to receive for carriage, subject to reasonable limitations, any goods offered it, the nature of which corresponds to those which it professes to carry. *Ill. Cent. R. R. Co.* v. *Frankenberg*, 54 Ill. 88. Accordingly, the refusal to serve the plaintiff, unless justified, rendered the defendant liable. A common carrier must serve without discrimination every member of the class it professes to serve. *Pittsburg, etc. Ry. Co.* v. *Morton*, 61 Ind. 539; *Brown* v. *Memphis & C. Ry. Co.*, 5 Fed. 499. See WYMAN, PUBLIC SERVICE CORPORATIONS, § 344. Refusal to serve must be based on the possibility of performing the service, not on the character of the shipper. See WYMAN, PUBLIC SERVICE CORPORATIONS, § 550. The mere refusal of a carrier's employees to serve does not relieve the carrier of liability. *Seasongood, etc. Co.* v. *Tennessee, etc. Transp. Co.*, 21 Ky. L. Rep. 1142, 54 S. W. 193. On the other hand, subserviency to governmental authority is a defense. *Palmer* v. *Lorrillard*, 16 Johns. 348; *Phelps* v. *Ill. Cent. R. R. Co.*, 94 Ill. 548. In the principal case, however, the law bound the agent alone and not the defendant principal. It is submitted that the defendant's duty to render reasonable service to the public required the maintenance of a competent agent. It was reasonable to expect the situation which arose, and the defendant should have provided for it. *St. Louis, etc. Ry. Co.* v. *State*, 85 Ark. 311, 107 S. W. 1180. Hence the incompetency of the agent was no excuse.

CONSTITUTIONAL LAW — DUE PROCESS — POLICE POWER — LIMITATION OF FEES OF EMPLOYMENT AGENCIES. — An ordinance limited fees of employment agents to five per cent of the first month's wages and board. An employment agent charged a larger fee for furnishing a clerical position, and was convicted of violating the ordinance. *Held*, that the conviction be reversed. *Wilson* v. *City & County of Denver*, 178 Pac. 17 (Colo.).

For the protection of the public welfare private employment agencies are subject to regulation under the police power. *Brazee* v. *Michigan*, 183 Mich. 259, 149 N. W. 1053; *Brazee* v. *Michigan*, 241 U. S. 340; *Price* v. *People*, 193 Ill. 114, 61 N. E. 844. Legislation under this power will be overthrown only when utterly unreasonable. *Rast* v. *Denman*, 240 U. S. 342, 357. See 32 HARV. L. REV. 173. A prohibition of fees has been held unreasonable. *Adams* v. *Tanner*, 244 U. S. 590. See 31 HARV. L. REV. 490. And the same has been